

# Exhibit 40

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

ACQIS LLC,

Plaintiff,

V.

SONY INTERACTIVE ENTERTAINMENT  
INC., SONY INTERACTIVE  
ENTERTAINMENT LLC,

Defendants.

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Case No. 6:22-cv-00386-ADA

## JURY TRIAL DEMANDED

## **PLAINTIFF ACQIS LLC'S PRELIMINARY PROPOSED CLAIM CONSTRUCTIONS**

Pursuant to the Scheduling Order (Dkt. 42), Plaintiff ACQIS LLC (“ACQIS”) hereby discloses the following preliminary proposed constructions for claim terms for the asserted claims of the patents-in-suit.

ACQIS reserves the right to supplement this disclosure, including to modify or amend its proposed claim constructions to the extent allowed by applicable law, rule, order, or agreement. ACQIS may also supplement this disclosure in light of the positions Defendants take in this litigation, or positions taken by defendants in Related Cases.

Claim Terms, Phrases, or Clauses	Proposed Construction
<p><b>PCI Bus Transaction Terms:</b></p> <p><b>“Peripheral Component Interconnect (PCI) bus transaction” / “PCI bus transaction”</b></p> <p>(’768 claims 1, 2, 13, 17; ’750 claims 1, 2, 5, 10, 21, 31, 35, 44; ’654 claim 21; ’140 claim 30)</p>	<p>“A transaction, in accordance or backwards compatible with the industry standard PCI Local Bus Specification, for communication with an interconnected peripheral component,” as construed in this Court’s Nov. 17, 2021 Order in <i>ACQIS LLC v. MiTAC Computing Tech. Corp.</i>, No. 6:20-cv-00962-ADA (W.D. Tex.), <i>ACQIS LLC v. Inventec Corp.</i>, No. 6:20-cv-00965-ADA (W.D. Tex.),</p>

Claim Terms, Phrases, or Clauses	Proposed Construction
(proposed by both parties (Sony term 1))	<i>ACQIS LLC v. ASUSTeK Computer, Inc.</i> , No. 6:20-cv-00966-ADA (W.D. Tex.), <i>ACQIS LLC v. Lenovo Group Ltd., et al.</i> , No. 6:20-cv-00967-ADA (W.D. Tex.), <i>ACQIS LLC v. Wiwynn Corp.</i> , No. 6:20-cv-00968-ADA (W.D. Tex.).
<p><b>“Address and Data” Terms:</b><sup>1</sup></p> <p><b>“address and data bits of a [Peripheral Component Interconnect (PCI)/PCI] bus transaction”</b></p> <p>(’768 claims 1, 13; ’750 claims 5, 10, 31, 35; ’654 claim 21)</p> <p><b>“address bits, data bits, and byte enable information bits of a Peripheral Component Interconnect (PCI) bus transaction”</b></p> <p>(’750 claims 1, 21, 44)</p> <p><b>“address and data of a Peripheral Component Interconnect (PCI) bus transaction”</b></p> <p>(’140 claim 30)</p> <p>(proposed by ACQIS)</p>	<p>“[Peripheral Component Interconnect (PCI)/PCI] bus transaction”: <i>See</i> proposed construction above.</p> <p>The remaining portions of these phrases do not require construction and should be given their plain and ordinary meaning, as construed in this Court’s Nov. 17, 2021 Order in <i>ACQIS LLC v. MiTAC Computing Tech. Corp.</i>, No. 6:20-cv-00962-ADA (W.D. Tex.), <i>ACQIS LLC v. Inventec Corp.</i>, No. 6:20-cv-00965-ADA (W.D. Tex.), <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i>, No. 6:20-cv-00966-ADA (W.D. Tex.), <i>ACQIS LLC v. Lenovo Group Ltd., et al.</i>, No. 6:20-cv-00967-ADA (W.D. Tex.), <i>ACQIS LLC v. Wiwynn Corp.</i>, No. 6:20-cv-00968-ADA (W.D. Tex.).</p> <p>The construction of “communicating . . . PCI bus transaction” from <i>ACQIS LLC v. EMC Corp.</i>, No. 14-cv-13560, 2017 WL 6211051 (D. Mass. Dec. 8, 2017), does not apply to these terms, as this Court found in the Court’s Dec. 28, 2022 Order in <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i>, No. 6:20-cv-00966-ADA (W.D. Tex.), and <i>ACQIS LLC v. Wiwynn Corp.</i>, No. 6:20-cv-00968-ADA (W.D. Tex.).</p>
<p><b>“Encoding” Terms:</b></p> <p><b>“encoded”</b></p>	<p><b>“Encoding” Terms:</b> Plain and ordinary meaning, wherein the plain and ordinary meaning is “code representing [the recited</p>

<sup>1</sup> Certain of these “address and data [bits]” and “address bits, data bits, and byte enable information bits” limitations recite “encoded” address/data/byte enable information bits, i.e.:’750 claims 5, 10, 21, 35, 44; ’654 claim 21; ’140 claim 30. The “encoded” aspect of these limitations is addressed separately regarding the “encoded” claim term listed herein.

Claim Terms, Phrases, or Clauses	Proposed Construction
<p>(’750 claims 5, 10, 21, 35, 44; ’654 claim 21; ’140 claim 30)</p> <p>(proposed by ACQIS)</p> <p><b>“Serial” Terms:</b></p> <p><b>“in [a] serial form”</b></p> <p>(’768 claims 1, 4, 39; ’750 claims 5, 10, 35, 44; ’797 claims 7, 14, 36; ’654 claims 21, 24, 26, 35)</p> <p><b>“[in a] serial bit stream”</b></p> <p>(’768 claim 13; ’750 claims 1, 31)</p> <p><b>“conveying serially”</b></p> <p>(’140 claim 30)</p> <p>(proposed by ACQIS)</p> <p><b>Claims reciting an “encoded” PCI bus transaction or PCI bus transaction in “serial [bit] stream” or “serial form” or “serially encoded”</b></p> <p>(’768 claims 1, 13; ’750 claims 1, 5, 10, 21, 31, 35, 44; ’654 claim 21; ’140 claim 30)</p> <p>(proposed by Sony (term 2))</p> <p><b>Claims reciting a PCI bus transaction in a “serial form” or “serial bit stream”</b></p> <p>(’768 claims 1, 13; ’750 claims 1, 31)</p> <p>(proposed by Sony (term 2.1))</p>	<p>bits of] a PCI bus transaction,” as construed in this Court’s Nov. 17, 2021 Order in <i>ACQIS LLC v. MiTAC Computing Tech. Corp.</i>, No. 6:20-cv-00962-ADA (W.D. Tex.), <i>ACQIS LLC v. Inventec Corp.</i>, No. 6:20-cv-00965-ADA (W.D. Tex.), <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i>, No. 6:20-cv-00966-ADA (W.D. Tex.), <i>ACQIS LLC v. Lenovo Group Ltd., et al.</i>, No. 6:20-cv-00967-ADA (W.D. Tex.), <i>ACQIS LLC v. Wiwynn Corp.</i>, No. 6:20-cv-00968-ADA (W.D. Tex.).</p> <p><b>“Serial” Terms:</b> No construction necessary. These phrases should be given their plain and ordinary meaning, as construed in this Court’s Nov. 17, 2021 Order in <i>ACQIS LLC v. MiTAC Computing Tech. Corp.</i>, No. 6:20-cv-00962-ADA (W.D. Tex.), <i>ACQIS LLC v. Inventec Corp.</i>, No. 6:20-cv-00965-ADA (W.D. Tex.), <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i>, No. 6:20-cv-00966-ADA (W.D. Tex.), <i>ACQIS LLC v. Lenovo Group Ltd., et al.</i>, No. 6:20-cv-00967-ADA (W.D. Tex.), <i>ACQIS LLC v. Wiwynn Corp.</i>, No. 6:20-cv-00968-ADA (W.D. Tex.).</p> <p>The construction of “encoded . . . serial bit stream of a PCI bus transaction” from <i>ACQIS LLC v. EMC Corp.</i>, No. 14-cv-13560, 2017 WL 6211051 (D. Mass. Dec. 8, 2017), “only applies to terms that recite (1) ‘encoded,’ (2) ‘serial,’ and (3) ‘PCI bus transaction,’” as this Court found in the Court’s Dec. 28, 2022 Order in <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i>, No. 6:20-cv-00966-ADA (W.D. Tex.), and <i>ACQIS LLC v. Wiwynn Corp.</i>, No. 6:20-cv-00968-ADA (W.D. Tex.).</p>
<p><b>“USB” Terms:</b></p>	<p>No construction necessary. These phrases should be given their plain and ordinary</p>

Claim Terms, Phrases, or Clauses	Proposed Construction
<p><b>“Universal Serial Bus (USB) protocol data packets”</b></p> <p>(’750 claims 7, 24)</p> <p><b>“Universal Serial Bus (USB) protocol data”</b></p> <p>(’797 claim 33; ’654 claim 20)</p> <p><b>“Universal Serial Bus (USB) protocol information”</b></p> <p>(’140 claims 15, 18, 34, 36)</p> <p>(proposed by both parties (Sony term 3))</p>	<p>meaning, as construed in this Court’s Nov. 17, 2021 Order in <i>ACQIS LLC v. MiTAC Computing Tech. Corp.</i>, No. 6:20-cv-00962-ADA (W.D. Tex.), <i>ACQIS LLC v. Inventec Corp.</i>, No. 6:20-cv-00965-ADA (W.D. Tex.), <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i>, No. 6:20-cv-00966-ADA (W.D. Tex.), <i>ACQIS LLC v. Lenovo Group Ltd., et al.</i>, No. 6:20-cv-00967-ADA (W.D. Tex.), <i>ACQIS LLC v. Wiwynn Corp.</i>, No. 6:20-cv-00968-ADA (W.D. Tex.).</p>
<p><b>“console”</b></p> <p>(’750 claims 5, 10, 24, 35, 44; ’654 claim 20; ’140 claims 14, 18, 31, 34)</p> <p>(proposed by both parties (Sony term 4))</p>	<p>“a chassis or enclosure, housing one or more coupling sites, that connects components of a computer system,” as construed in this Court’s Nov. 17, 2021 Order in <i>ACQIS LLC v. MiTAC Computing Tech. Corp.</i>, No. 6:20-cv-00962-ADA (W.D. Tex.), <i>ACQIS LLC v. Inventec Corp.</i>, No. 6:20-cv-00965-ADA (W.D. Tex.), <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i>, No. 6:20-cv-00966-ADA (W.D. Tex.), <i>ACQIS LLC v. Lenovo Group Ltd., et al.</i>, No. 6:20-cv-00967-ADA (W.D. Tex.), <i>ACQIS LLC v. Wiwynn Corp.</i>, No. 6:20-cv-00968-ADA (W.D. Tex.).</p>
<p><b>“low voltage differential signal [channel]” / “LVDS [channel]”</b></p> <p>(’768 claims 1, 2, 13, 17; ’750 claims 1, 2, 5, 7, 10, 21, 24, 31, 35, 44; ’797 claim 33; ’654 claims 20, 21; ’140 claims 14, 15, 17, 18, 19, 30, 31, 34, 35, 36)</p> <p>(proposed by Sony (term 5))</p>	<p>No construction necessary. These terms should be given their plain and ordinary meaning, as construed in <i>ACQIS LLC v. Samsung Elecs. Co., Ltd., et al.</i>, No. 2:20-cv-00295-JRG, Dkt. 92 (E.D. Tex. Sept. 26, 2021), at 27, <i>affirmed</i> Dkt. 116 (E.D. Tex. Nov. 17, 2021).</p>
<p><b>“convey . . . PCI bus transaction” / “communicat[e][ing] . . . PCI bus transaction” / “transmitting . . . PCI bus transaction”</b></p>	<p>“Peripheral Component Interconnect (PCI) bus transaction”: <i>See</i> proposed construction of PCI Bus Transaction Terms above.</p>

Claim Terms, Phrases, or Clauses	Proposed Construction
('768 claims 1, 2, 13, 17; '750 claims 1, 5, 10, 21, 31, 35, 44; '654 claim 21; '140 claim 30)  (proposed by Sony (term 6))	The remaining portions of these phrases do not require construction.  The construction of “communicating . . . PCI bus transaction” from <i>ACQIS LLC v. EMC Corp.</i> , No. 14-cv-13560, 2017 WL 6211051 (D. Mass. Dec. 8, 2017), applies only to “full transaction” terms and does not apply to these terms, as this Court found in the Court’s Dec. 28, 2022 Order in <i>ACQIS LLC v. ASUSTeK Computer, Inc.</i> , No. 6:20-cv-00966-ADA (W.D. Tex.), and <i>ACQIS LLC v. Wiwynn Corp.</i> , No. 6:20-cv-00968-ADA (W.D. Tex.).
<b>“serial channels” or “serial bit channels”</b>  ('750 claim 10; '797 claim 33; '654 claim 20; '140 claims 14, 17, 18, 19, 30, 31, 35)  (proposed by Sony (term 7))	No construction necessary. These terms should be given their plain and ordinary meaning.  “serial”: <i>See</i> proposed construction of “Serial” Terms above.

Dated: May 2, 2023

Respectfully submitted,

By: /s/ Logan J. Drew

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**CERTIFICATE OF SERVICE**

I hereby certify that all counsel of record are being served this 2nd day of May, 2023,  
with a copy of this document via electronic mail.

/s/ Logan J. Drew  
Logan J. Drew